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**From:** Zelasko, Elizabeth (FTA)  
**To:** Marler, Renee (FTA); Zusman, Nancy-Ellen (FTA); VanWyk, Christopher (FTA)  
**CC:** Bausch, Carl (FTA); Matley, Ted (FTA); Sukys, Raymond (FTA)  
**Sent:** 7/20/2010 6:16:38 AM  
**Subject:** Honolulu PA  
**Attachments:** PA Draft Final to FTA 7-27-10.docx; SHPD Topics of Concern Response 7-26-2010.docx

Renee, Nancy-Ellen and Chris –

Since our last call with the signatories and invited signatories, I have had a series of discussions with the City on the PA. I requested that they develop a draft response to the SHPO's comments on the PA and revise the Programmatic Agreement language. I plan to send today, the language below regarding an independent historic contractor, to the SHPO to see if it addresses their desire to receive assistance in fulfilling their obligations under the programmatic agreement.

If we receive a response back from the SHPO today or tomorrow, on Thursday I would like to send the rest of the revised PA and the responses to the SHPO's comments.

The City had revised a number of legal references in the PA. I would like for one of you to take a look at the changes and let me know if any edits need to be made before I send these materials out on Thursday. Would someone be able to review the documents and send comments by 4 pm DC-time on Thursday?

Thanks!

Liz

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**A. City Support of SHPD Reviews**—Within [time period]the City will fund an independent historic preservation contractor to monitor and assess compliance by the City with this PA. The independent contractor filling this responsibility will meet the qualifications described in Stipulation I.E. The FTA and the SHPO shall review and approve (1) the request for proposals (RFP) for the independent historic preservation contractor prior to the release of the RFP, (2) the qualifications of the final candidates under consideration by the City prior to the final section of the historic preservation contractor, and (3) the scope of work of the historic preservation contractor in order to ensure that the contractor's duties and responsibilities are consistent with the provisions of this Stipulation I.G. The contractor shall perform the following responsibilities:[\[eaz1\]](#)

1. Meet and/or communicate regularly with the City, as needed, to oversee the implementation of the terms in this PA. As requested by the City, the historic preservation contractor would review and provide preliminary comments on work products prior to submission to the consulting parties.
2. Regarding Stipulation IV of this agreement, prior to submission to the consulting parties, the historic preservation contractor will review plans and documents using the Project's Design Language Pattern Book and provide comments on all project elements and design and engineering plans for project elements within the context of this PA during the Final Design Phase.
3. Coordinate regularly with FTA and the SHPD in connection with the historic

preservation contractor's observation and recommendations regarding the progress of the Project in implementing measures to resolve Adverse Effects called for under this Agreement. This regular coordination will include providing comments on any reports or products submitted to the FTA or the SHPD during the first third of any review period identified in the PA. For example, if there is a 30 day review period on any product submitted to FTA or SHPD, the historic preservation contractor shall provide comments within the first ten days of the review period unless another agreement is arranged by the FTA or the SHPD.

4. Provide summaries of observations and recommendations on the City's progress on implementing stipulations in the PA to the consulting parties prior to meetings of the consulting parties identified in Stipulation XIII.E of this PA.

5. Report to the City, FTA, and the SHPO concerning the existence, if any, of any previously unidentified Adverse Effects of the Project on Historic Properties.

6. In addition to the informal conference and meetings that the historic preservation contractor and the City will hold in the normal course of the implementation of the PA, if requested by either party, the City and the historic preservation contractor will meet formally to review any recommendations provided in writing by the historic preservation contractor. If, following such a formal conference, the City and the historic preservation contractor reach consensus regarding the appropriate resolution of the historic preservation contractors recommendations, the City shall document the consensus that was reached in a letter to FTA and the SHPO. Subsequent to the FTA's approval, the City shall implement the actions incorporated in such a letter.

7. The City, in cooperation with SHPD and FTA, will review the workload generated for this independent contractor semi-annually and may amend its work description in the future if review obligations decrease as the Project progresses.

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[\[eaz1\]](#) The intent of this approach is to assist with the reviews of PA products without adding another layer of review to the process. Except for a few work products that are explicitly identified in the PA, the independent contractor would provide the signatories comments during the already-identified review periods. This would help focus reviews by the signatories. The Signatories could choose to adopt the independent contractor's comments, ignore the independent contractor's comments, or use some of the comments and generate others.

The independent contractor could also track the progress on the implementation of the PA and provide updates and observations prior to scheduled meetings with the consulting parties.